



March 16, 2011

Via U.S. Mail and e-mail

Robert E. Bruce, Esq.
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Warner Gaming LLC
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Re: Development agreement between the Spokane Tribe of Indians and
WG-Airway Heights LLC

Dear Mr. Bruce:

This is a follow-up to my December 6, 2010 letter opining that a certain loan agreement and development agreement between Warner Gaming LLC's subsidiary, WG-Airway Heights LLC (Warner Gaming), and the Spokane Tribe of Indians (the Tribe) are not management contracts requiring the Chairwoman's approval and do not violate IGRA's sole proprietary interest requirement. The parties have pointed out an error in the December 6 letter and wish to be certain that my opinion about the sole proprietary interest has not changed. It has not.

The parties note that the December 6 letter misconstrued the installment portion of Warner Gaming's development fee. [

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Because the [] development fee is based on development costs and not a percentage of gaming revenue, Warner Gaming does not appear to have an ownership interest in the Tribe's planned gaming operation. Upon opening, the development fee is a sum certain payable over a term of years, in exchange for the development services provided, not a percentage of revenue such as a part owner might be entitled to receive.

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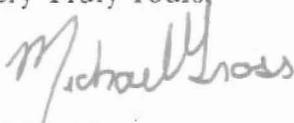
[Further, in order for a casino at Airway Heights to be eligible for gaming under IGRA, the Tribe must secure a "two-part" determination, 25 U.S.C. § 2719(b)(1)(A) from the Secretary of the Interior and the Governor of Washington, an uncertain process.

Therefore, it is still my opinion that the development agreement does not violate IGRA's sole proprietary interest requirement. However, as was stated in my December 6, 2010 letter, my opinion with regard to proprietary interest may change if the parties enter into a subsequent management contract whose terms incorporate or alter the development agreement in any material way.

I anticipate that this letter will be the subject of Freedom of Information Act ("FOIA") requests. Since we believe that some of the information in this letter may fall within FOIA exemption 4(c), which applies to confidential and proprietary information the release of which could cause substantial harm, I ask that you provide me with your views regarding release within ten days.

If you have any questions, please contact NIGC Staff Attorney Melissa Schlichting at (202) 632-7003.

Very Truly Yours,



Michael Gross
Associate General Counsel
(Acting General Counsel)

cc: Paula Hart, Director
Office of Indian Gaming Management
(via US Mail w/incoming)

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